

MEMORANDUM OF AGREEMENT

BETWEEN

**THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF AMERICA**

AND

**THE DEPARTMENT OF ENERGY
OF THE REPUBLIC OF THE PHILIPPINES**

**FOR
THE EXCHANGE OF ENERGY INFORMATION**

PREAMBLE

WHEREAS, the Department of Energy of the United States of America and the Department of Energy of the Philippines (hereinafter referred to as the "Participants") recognize their mutual interest in consulting and exchanging readily available energy statistics and other energy market information;

WHEREAS, the Participants desire to improve information technology processes; and

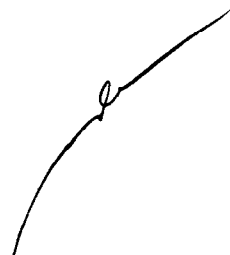
WHEREAS, the Participants seek broader dissemination of available energy information;

NOW, THEREFORE, for and in consideration of the foregoing premises and undertaking, the Participants hereby mutually agree as follows:

ARTICLE 1

OBJECTIVE AND IMPLEMENTATION

The overall objective of cooperation under this Memorandum of Agreement (hereinafter referred to as "Agreement") is to establish, on the basis of equality and mutual benefit of the Participants, a reasonably balanced exchange of energy information to complement existing energy statistics and other energy market information. The Energy Information Administration, an independent agency under the U.S. DOE, will represent the U.S. DOE in performing activities under this Agreement.



ARTICLE 2

AREAS OF COOPERATION

Areas of energy data and information exchange may include the following:

- 2.1 Annual energy market statistics (production, imports, exports, stocks, bunkers, transformation, demand, prices, and other data) for petroleum, natural gas, coal, electricity, fuelwood, and other forms of energy;
- 2.2 Other related data and information concerning fuel characteristics, fossil fuel heat values, refining capacity, reserves, and other energy information;
- 2.3 Information concerning statistics methods, analytic techniques, and system documentation;
- 2.4 Information about electronic information dissemination; and
- 2.5 Other areas as mutually agreed to by the Participants in writing.

ARTICLE 3

FORMS OF COOPERATION

The forms of cooperation undertaken by the Participants in the areas specified in Article 2 may include the following:

- 3.1 Assignment of personnel for agreed periods of time in order to participate in analysis, design, and other activities conducted in research centers, laboratories, universities, and other facilities and enterprises of each Participant, or of associated organizations in accordance with Article 5;
- 3.2 Organization of workshops and meetings; and
- 3.3 Conducting other forms of cooperation, as the Participants mutually agree in writing.

ARTICLE 4

MANAGEMENT

- 4.1 The Participants are to establish a Working Group. Each Participant is to designate a Co-Chair for the Working Group. The Co-Chairs are to coordinate plans for the overall management of cooperative activities under this Agreement. The Working Group is to meet as needed in the United States and in the Philippines, alternately, to evaluate the status of cooperation under this Agreement. This evaluation should include a review of achievements, problems, and effectiveness of activities under this Agreement. The Co-Chairs are to also consider and approve future program opportunities with a view to maximizing the mutual benefits of this cooperation.

- 4.2 Each Co-Chair is to designate a technical advisor to serve as the point-of-contact for the daily supervision of activities under this Agreement.
- 4.3 Each Co-Chair may appoint technical coordinators to manage specific cooperative tasks initiated under this Agreement and to establish and maintain working contacts at the staff level.
- 4.4 Meetings of the Working Group or selected members from the Working Group will be held upon joint agreement of the Co-Chairs.
- 4.5 The agendas for all meetings will be determined and agreed jointly by the Co-Chairs. Minutes are to be signed immediately after each meeting.
- 4.6 Working Group members will be responsible for their own travel and lodging expenses. The Participant hosting the Working Group meeting will pay the costs for arrangements associated with the meeting, unless the Participants agree otherwise in writing.

ARTICLE 5

ASSIGNMENT OF PERSONNEL

- 5.1 Whenever a personnel assignment is contemplated under this Agreement, each Participant shall ensure that qualified personnel are selected.
- 5.2 Each assignment is to be pursuant to a separate written personnel assignment arrangement between the Participants.
- 5.3 Each Participant is expected to be responsible for the salaries, insurance, and allowances to be paid to its personnel, or to its contractors.
- 5.4 Each Participant is expected to pay for the travel and living expenses of its personnel, or of its contractors, unless the Participants agree otherwise in writing.
- 5.5 The host establishment is expected to do its best to arrange for suitable accommodations for the assigned personnel and their families on a mutually agreeable, reciprocal basis.
- 5.6 Each Participant is expected to provide appropriate assistance to the assigned personnel (and their families) with respect to administrative travel formalities.
- 5.7 The assigned personnel are expected to conform to rules of work and safety regulations in force at the host establishment, or as set forth in the personnel assignment arrangement.

ARTICLE 6

WARRANTY

The Participants understand that information transmitted by one Participant to the other Participant under this Agreement is expected to be accurate to the best knowledge and belief of

the transmitting Participant, but the transmitting Participant does not warrant the suitability of the information transmitted for any particular use or application by the receiving Participant or by any third party.

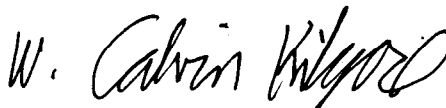
ARTICLE 7 GENERAL PROVISIONS

- 7.1 The participants understand that collaboration under this Agreement shall be in accordance with applicable laws and regulations of the respective countries. It is understood that the ability of each Participant to carry out activities under this Agreement is subject to the availability of appropriated funds.
- 7.2 No proprietary information shall be exchanged.
- 7.3 Except when otherwise mutually agreed in writing, all costs resulting from the implementation of this Agreement are to be borne by the Participant that incurs them.
- 7.4 Any disputes arising out of the interpretation or implementation of this Agreement shall be settled amicably by consultation or negotiation between the Participants.
- 7.5 Nothing in this Agreement is intended to affect other arrangements for cooperation between the Participants or any other agreements between the Participants in existence on the effective date of this Agreement.
- 7.6 Cooperation under this Agreement will commence upon signature by the Participants and will continue for five years. The participants may, at the end of the five year period, extend this Agreement for an additional five year period by an exchange of letters.

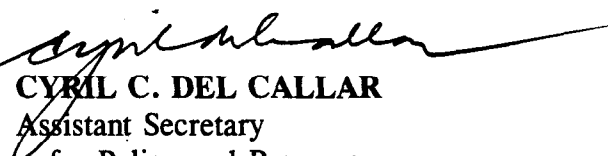
IN WITNESS WHEREOF, the duly authorized representatives of the Participants have signed this Memorandum of Agreement.

Done at Fort Bonifacio, Taguig, Metro Manila, Philippines on this 19th day of June 1997 in two originals in the English language.

FOR THE DEPARTMENT OF ENERGY
THE UNITED STATES OF AMERICA


MR. CALVIN KILGORE
Chief, Energy Markets and Contingency
Information Division
Energy Information Administration

FOR THE DEPARTMENT OF ENERGY
THE REPUBLIC OF THE PHILIPPINES


CYRIL C. DEL CALLAR
Assistant Secretary
for Policy and Program